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ABSTRACT

To acquaint the faculty and administrators with the scope and breadth of community college collective bargaining agreements, excerpts of selected topics are reproduced in this document without comment. On each topic two or three excerpts from different agreements are reproduced. The following topics are treated: (1) recognition of the employee bargaining unit and categories of employees covered; (2) rights of the employee bargaining unit; (3) management rights; (4) agency shop, check-off, and fair practices; and (5) workload. The references include the names of the employer and employee units, the number of colleges covered in the agreement, the years covered, and bibliographic citation. In addition, two tables are presented which show the number of college faculties choosing various units as exclusive bargaining agents and the states in which colleges are operating under collective bargaining agreements. The Brief concludes with an index of a collective bargaining agreement. (Author/MJK)

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Excerpts on Selected Topics in Collective Bargaining Agreements and a Brief Review of the Status of Collective Bargaining in Community Colleges 1972 to 1975

An ERIC Brief prepared specially for the Advisory Committee of the UCLA Community College Leadership Program (representing presidents from Southern California, Arizona, and Nevada)

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Compiled by John Lombardi

for distribution to

All Two-Year College Presidents in California, Arizona and Nevada

October 1975

University of California
Los Angeles 90024

750 574

Introduction

The enactment of a collective bargaining law for California Community Colleges has generated a great deal of interest in the process of negotiations, in the subjects incorporated in an agreement and in the form and/or wording of the various sections. To acquaint the faculty and administrators with the scope and breadth of collective bargaining agreements excerpts of selected topics are reproduced without comment. On each topic two or three excerpts from different agreements are reproduced. The references include the names of the employer and employee units, the year(s) the agreements cover and the pages from which the excerpts are taken. Preceding the excerpts are two tables that show the number of college faculties choosing various units as exclusive bargaining agent and the states and District of Columbia where colleges are operating under collective bargaining agreements.

The following topics are included in the excerpts:

1. Recognition of the employee bargaining unit and categories of employees covered.

2. Rights of the employee bargaining unit.

3. Management rights.

4. Agency shop, check-off, fair practices.

5. Workload.

The College enrollment and the number of instructors employed as of October 1974 are added to each excerpt. Unless otherwise indicated the agreement covers one college. Where several colleges are included in the agreement, the number is indicated. For Hawaii and New York City the contract covers all of the higher education institutions. For Minnesota the contract covers only the community colleges. The number of colleges listed includes only community colleges.

The Brief concludes with an index of a collective bargaining agreement.

Status of Collective Bargaining

Table I shows for 1972-1975 the number of two-year colleges under collective bargaining agreements, the number of contracts in which each of six different faculty units is the exclusive bargaining agent.

Table I

Number of College Faculties Choosing Various

Units as Exclusive Bargaining Agents

1972-73 to 1974-75

Faculty Bargaining Units	1972[1a] to 1973 Number of Contracts	1973[1b] to 1974 Number of Contracts	1974[1c] to 1975 Number of Contracts
American Association of University Professors (AAUP)	3	2	2
American Federation of Teachers (AFT)	48	52	66
National Education Association (NEA)	98	99	100
NEA-AAUP	0	0	7
NEA-AFT	21	24	24
Independent Unit	24	24	25
Total	194	201	224
Number of Two-Year Colleges[2]	904	927	975

Sources: [1]The Chronicle of Higher Education

a. vol. 7, no. 30, April 30, 1973, p. 4

b. vol. 8, no. 35, June 10, 1974, p. 24

c. vol. 10, no. 15, June 9, 1975, p. 5

[2]1975 Community, Junior, and Technical College Directory, p. 3.

Table II lists the states and the District of Columbia that have colleges operating under collective bargaining agreements.

Table II

States and District of Columbia With

Public Two-Year Colleges Operating Under Collective Bargaining Agreements

1972-73 to 1974-75

States	1972-1973 [a]	1973-1974 [b]	1974-1975 [c]
Alaska	-----	-----	X
Colorado	-----	X	-----
Connecticut	-----	X	X
Delaware	-----	-----	X
District of Columbia	X	X	X
Florida	X	X	X
Hawaii	X	X	X
Kansas	X	X	X
Illinois	X	X	X
Maine	X	X	X
Maryland	X	X	X
Massachusetts	X	X	X
Michigan	X	X	X
Minnesota	X	X	X
Montana	X	X	X
New Jersey	X	X	X
New York	X	X	X
Oregon	-----	X	X
Pennsylvania	X	X	X
Rhode Island	X	X	X
Vermont	-----	-----	X
Washington	X	X	X
Wisconsin	X	X	X
	17	20	22

Sources: The Chronicle of Higher Education

[a] vol. 7, no. 30, April 30, 1973, p. 4

[b] vol. 8, no. 35, June 10, 1974, p. 22

[c] vol. 10, no. 15, June 9, 1975, p. 5

EXCERPTS

Recognition of the Employee Bargaining Unit

Lansing Community College (Michigan). Agreement Between Board of Trustees of Lansing Community College of the State of Michigan and Lansing Community College Chapter of the Michigan Association for Higher Education at Lansing Community College. September 17, 1973, pp. 3-4.

Enrollment: 13,280
Faculty: 472

Article I. Recognition

The Board hereby recognizes the Association as the sole and exclusive bargaining representative for the bargaining unit consisting of all full-time Professors, Associate Professors, Assistant Professors, Instructors, Teaching Technicians, Librarians and Counselors. Also all regular part-time faculty members who teach one-fourth of the average contact load of the full-time faculty members in their respective departments; all full-time laboratory technicians; all part-time laboratory technicians and part-time librarians working ten hours a week or more, and the laboratory supervisor; EXCLUDING all part-time laboratory technicians holding positions through the cooperative program with Michigan State University, and all other employees.

A. A full-time faculty member is defined as a person employed to work more than 60% of the maximum contact load or more than two classes per term, whichever is greater.

B. The Board agrees that it shall not terminate or cause loss of benefits to any present full-time members of the bargaining unit solely for the purpose of utilizing part-time or other employees to perform bargaining unit services.

C. Titles of current bargaining unit members will not be changed if the title change excludes them from the bargaining unit unless the change is clearly a change in function.

D. All members of the bargaining unit shall hereinafter be referred to as "faculty."

E. The Board agrees not to negotiate with any faculty organization or individual within the bargaining unit other than the Association for the duration of this Agreement.

Moraine Valley Community College (Illinois). Agreement Between the Board of Junior College District No. 524, County of Cook and State of Illinois and the Moraine Valley Faculty Association A Chapter of the Cook County Teachers Union. July 1, 1972 through June 30, 1974. p. 5.

Enrollment: 7,914
Faculty 252

Article 1 - Definitions

1.8 The term "faculty members" means the bargaining unit defined in accordance with the February 1972 rules for the recognition election: All full-time teachers (one who holds the rank of professor, associate professor, assistant professor, instructor or assistant instructor, who is eligible for a scheduled teaching load of 14 equated hours or 35 hours per week straight time), counselors, librarians, coordinators, technicians in the Individualized Learning Center, and student personnel assistants, excluding managerial or supervisory employees as defined by the National Labor Relations Board and all other employees of the Board. Interns or student teachers shall not be covered under this Agreement, nor shall they be considered as part-time employees.

Seattle Community College (Washington). Contract and Agreement: Seattle Community College Board of Trustees and Seattle Community College Federation of Teachers Local 1789. June 12, 1973 to June 15, 1974. p. 1.

3 Colleges
Enrollment: 15,907
Faculty: 811

The Board recognizes the SCCFT as the exclusive bargaining agent for all full-time and part-time faculty members including certificated employees in these categories: instructor, counselor, librarian, cataloger, audiovisual librarian and professional, non-administrative personnel in Instructional Resource Centers.

EXCERPTS

Rights of the Employee Bargaining Unit

Rhode Island Junior College. Agreement Between Rhode Island Board of Regents and Rhode Island Junior College Faculty Association (RIEA/NEA). July 1972, pp. 2-3.

Enrollment: 6,591
Faculty 270

Article II. Rights of the Association.

A. The Association shall have the right to conduct official business on any R.I.J.C. campus at any reasonable time provided that this business does not interrupt normal college operations.

B. The Association shall have the right to use faculty mail boxes for communications, including mass distribution. An Association bulletin board will be made available to the Association on all Junior College campuses.

C. Nothing contained herein shall be construed to deny or restrict any faculty member's rights he may have under the General Laws of the State of Rhode Island or other applicable laws and regulations.

D. The Regents recognize the Association's right to have access to information relative to budget requests and authorization, staffing projections, register of professional personnel, names and addresses and salaries of all faculty in the bargaining unit, and agenda and minutes of all Regents' meetings. Where material is normally available to the public, the Association will utilize the avenues of acquisition as the public.

It is understood that this shall not be construed to require the college to compile information and statistics in the form requested which are not already compiled in that form. Upon written request the Association shall furnish information requested by the college.

E. The college administration shall advise the Association on new or modified, long range institutional planning.

F. The President of the Association or his designee will be represented as a voting member on the President's Advisory Council and the Curriculum Committee.

Chicago City Colleges (Illinois). Two Year Agreement Between the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, and the Cook County College Teacher Union, Local 1600, AFT, AFL-CIO. 1973-1975. pp. 9-11.

7 Colleges
Enrollment: 48,242
Faculty: 1,313

Article III. Union Activities

A. Released time for meetings. When the Chancellor and representatives of the Union meet to discuss items in this Agreement, said representatives (not to exceed five) attending such meeting shall suffer no loss in pay. However, meetings shall be scheduled in such a manner as to minimize the loss of scheduled class time.

B. Class schedules for Union Representatives. Classes and other duties for Union Representatives will be scheduled in such a way as to maximize the time available for the performance of the Representatives' duties.

C. Released time for Union and chapter officers. The Board agrees to make available in each semester of any academic year twenty-one (21) contact hours of released time to be distributed by the Union to its designees for the purpose of handling grievances, according to the following schedule:

6 hours at the Colleges level
15 hours at the College level to be distributed in 3-hour units and no more than 3 hours at any individual College.

The Union shall inform the Chancellor of the names of those faculty members designated no later than sixty (60) days preceding the semester during which released time is to be made available, except that Department Chairpersons and the Union President shall not be entitled to release time under this section, nor shall any faculty member be entitled to more than three (3) hours of such released time.

D. Leaves of absence for Union officers. In the event that the President of the Union or any other Union officer, while he is a full-time faculty member, shall become a full-time employee of the Union, he shall notify the Chancellor and shall be granted a leave of absence not to exceed two years, without pay, for the purpose of accepting this position. Any Union officer who accepts such a leave of absence shall be entitled to all benefits or rights accorded to a faculty member on a sabbatical leave.

In the event that the President of the Union or any other Union officer, while he is a full-time faculty member, shall become a part-time employee of the Union, he shall, upon application, be granted a part-time leave of absence not to exceed two years, without pay, for the purpose of accepting this position. He shall be paid a pro-rata salary for the classes that remain of his teaching assignment after such leave has been granted. Such faculty member, while on a part-time leave basis, shall be entitled to all fringe benefits and rights accorded to an employee on a sabbatical leave.

Both such leaves described in the above two paragraphs may be renewed for an additional two years upon application of the President of the Union or other Union officer.

E. Limits on Union activities. Except as specifically provided in this Agreement, no faculty member shall engage in Union Activities during the time he is assigned to teaching or other assigned Colleges duties.

F. Bulletin boards and mailboxes.

1. Bulletin Boards. The Union shall be provided sixteen (16) square feet of bulletin board space in each faculty office, faculty lounge and main office at each College, for the posting of notices and other materials relating to Union activities. The bulletin boards allocated shall be identified with the name of the Union and only the Union Chapter Chairperson or his faculty member designee at the College shall have the authority to post or remove material on the bulletin board.

2. Mailboxes. The Union Chapter Chairperson or his faculty member designee shall have the right to place official Union material in the mailboxes of the faculty members.

G. Chapter meetings. On twenty-four (24) hours' notice to the College President, the Union Chapter Chairperson shall have the right to schedule Union Chapter meetings during normal operating hours in the building or buildings of the College, provided no meetings of the faculty have been scheduled by the College President or the Chancellor for the same time, and provided that no faculty member shall be released from his scheduled classes for such meetings. After a Union chapter meeting has been scheduled, no new meetings involving faculty members shall be scheduled or held at the same time, and the College President shall so inform the faculty.

H. Meetings of Union House of Representatives. No classes of any member of the Union House of Representatives shall be scheduled on Fridays which will end after 1:00 p.m. The names of such Union House of Representatives members are to be supplied to the Administration by May 1 of each year. The Union agrees that during the term of this Agreement it will not increase the present basis of representation in the House of Representatives allowable under its constitution.

EXCERPTS

Management Rights

Hawaii, University of. Proposed Agreement Between the Hawaii Federation of College Teachers and the University of Hawaii. 1973-1976. pp. 5-6. *

7 Colleges
Enrollment: 18,762
Faculty: 631

Article VI. Management Rights

A. The parties agree that all the rights and responsibilities of the Employer which have not been specifically provided for in this Agreement are retained in the sole discretion of the Employer whose right to determine and structure the goals, purposes, functions and policies of the University without prior negotiation with the Union and without being subject to the grievance and arbitration procedures of this Agreement shall include but not be limited to the following: (1) the right to classify and reclassify personnel; (2) the right to direct Employees, to determine qualifications, standards for work, and to hire, promote, transfer, assign, retain Employees in positions, award tenured appointments; and to suspend, demote, discharge or take other disciplinary actions against an Employee for proper cause; (3) the right to relieve an Employee from duty because of lack of work or other legitimate reasons; (4) the right to take such action as in its judgment it deems necessary to maintain the efficiency of University operations; (5) the right to determine the means, methods, and personnel by which the University's operations are to be conducted; (6) the right to take such actions as may be necessary to carry out the missions of the University in case of emergencies; and (7) the right to make rules, regulations, and policies not inconsistent with the provisions of this Agreement and to require compliance therewith.

B. The exercise of the management rights and responsibilities of the Employer set forth hereby shall not be subject to the grievance procedures set forth in this Agreement, except that where a management right is specifically required to be exercised in accordance with a specified procedure as provided in this Agreement, grievances alleging a failure to comply with such procedure will be subject to the grievance provisions of this Agreement. In the event that the Arbitrator finds failure on the part of the Employer to comply with the specified procedure, the Arbitrator's award shall be limited to requiring compliance with the specified procedure.

*Note: The Proposed Agreement was rejected by the faculty.

Community College of Allegheny County (Pennsylvania). Collective Bargaining Agreement Between the Community College of Allegheny County and the American Federation of Teachers, Local 2067, AFL-CIO, October 1, 1972 through August 31, 1974. p. 7.

4 Colleges
Enrollment: 19,569
Faculty: 1,098

Article VI. Management Rights

Except as herein specifically provided, the operation and administration of the College, including the right to make rules and regulations pertaining thereto, shall be fully vested in its Board and the President and their duly designated representatives. Nothing herein stated shall be construed as a delegation or waiver of any powers or duties vested in the Board or any administrator by virtue of any provision of the laws of the Commonwealth of Pennsylvania. All parties to this Agreement, the Board and its representatives and the Federation and its representatives, shall take no action violative of any provision of this Agreement.

EXCERPTS

Agency Shop, Check-Off, Fair Practices

Charles Stewart Mott Community College (Michigan). Faculty Master Contract. An Agreement Between the Charles Stewart Mott Community College Board of Trustees and the Mott Community College Education Association. August 16, 1973 to August 15, 1975. pp. 5-7.

Enrollment: 9,917
Faculty: 392

Article IV. Membership, Fees and Payroll Deductions

A. All faculty members in the bargaining unit except those employed less than three-fifths time, as defined in Paragraph A(3) of Article X shall, as a condition of continued employment by the Board:

1. Maintain membership in the MCCEA, or

2. Pay, as a representation fee, an amount equal to the membership dues of the MCCEA (which shall include the dues of the Michigan Education Association and the National Education Association).

B. Each faculty member employed less than three-fifths time, except Civil Service and Building Trades personnel, shall either

1. Maintain membership in the MCCEA; or

2. Pay each semester, as a representation fee, ten dollars per weekly contact hour or one-quarter of an amount equal to the yearly membership dues of the MCCEA (defined in Section A-2 above), whichever is less; or

3. Pay one-quarter of the local MCCEA yearly dues for each semester of employment, provided that he is already a member of the MEA and the NEA.

4. The provisions of this section shall also apply to the summer session for employees hired only for the summer session of a given school year, except that the rate specified in paragraph 2 shall be five dollars per weekly contact hour per summer session.

C. Any faculty member now employed by the Board who is not a member of the MCCEA and any faculty member hereafter employed by the Board, shall within thirty (30) days from the execution of this Agreement, or within thirty (30) days from the date of employment, or within thirty (30) days after the indemnity hereinafter mentioned is received and approved by the Board,

whichever date is later in point of time, make application for membership in the MCCEA (which shall include membership in the Michigan Education Association and National Education Association) or pay said representation fee if membership is not desired.

D. Any such faculty member may sign and deliver to the Board an assignment authorizing the deduction of said dues or representation fee, as the case may be. All such assignments shall remain in effect from year to year unless employment by the Board is discontinued or until revoked in writing between June 1 and September 1 of any year.

E. Upon presentation of the assignment to the business office of the Board, deductions shall be made for dues or representation fees in eight (8) equal installments on alternate pay dates, four in each semester except that,

1. Deduction for faculty members employed after the opening of College or after this Article becomes operative shall be computed according to the following formula:

   Total fee divided by eight (8), multiplied by the number of deductions remaining in the school year after the date of employment or after this Article becomes operative, whichever is the later date in point of time.

2. The sums computed under Paragraph 1 of this Section E shall be deducted in equal installments beginning the first full month following the month this Article becomes operative or the first full month following employment, whichever shall be applicable.

3. Any dues or fees erroneously deducted by the Board and transmitted to the MCCEA or the Michigan Education Association shall be refunded to the Board or the faculty member on demand.

4. If a faculty member, after all authorized or mandatory deductions or garnishments, shall not have sufficient funds due to him to provide for the payment of said dues or representation fee, no sum shall be deducted, and the MCCEA shall assume the duty of direct collection from the faculty member. The MCCEA shall assume the same responsibility in all cases where no deductions have been made because a faculty member's earnings are insufficient during any pay period to pay such dues or representation fee.

F. In the event that a faculty member fails to pay the membership

dues or representation fee, the Board shall cause the termination of the employment of said faculty member as of the end of the school year in which said failure occurs. The parties expressly recognize that the failure of any faculty member to comply with the provisions of this Article shall constitute reasonable and just cause for discharge.

1. The procedure in all cases of discharge for violation of this Article shall be as follows:

   a. The MCCEA shall notify the faculty member of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for discharge will be filed with the Board in the event compliance is not effected.

   b. If the faculty member fails to comply, the MCCEA shall file charges in writing, with the Board, and shall request termination of the faculty member's employment. A copy of the notice of non-compliance and proof of service thereof shall be attached to said charges.

   c. The Board, upon receipt of said charges and request for termination, shall conduct a hearing on said charges, and to the extent that said faculty member is protected by the provisions of this contract, all proceedings shall be in accordance with such provisions. In the event of compliance at any time prior to discharge, charges may be withdrawn.

G. The Board of Trustees shall furnish the MCCEA with the name and address of any newly hired faculty member whose position is included in the bargaining unit within two (2) weeks after the date of employment. The MCCEA shall from time to time promptly deliver to the Board an alphabetical list of all members of the MCCEA in good standing.

H. The MCCEA shall furnish the Board a directive as to the proper allocation of the dues and representation fees. With respect to all sums deducted by the Board pursuant to authorization of the faculty members, whether for membership dues or representation fees, the Board agrees within fifteen (15) days after the end of the month in which deductions are made to remit to the MCCEA that portion allocated to the MCCEA and to remit the balance to the Michigan Education Association, at 1216 Kendale Blvd., Box 673, East Lansing, Michigan 48823, accompanied by the alphabetical list of faculty members for whom such deductions have been made.

I. This Article shall not become operative until the MCCEA and the Michigan Education Association execute and deliver to the Board an agreement under which the MCCEA and the Michigan Education Association jointly and severally agree to save the Board harmless from and indemnify the Board against any and all claims, demands, losses, costs, and expenses of whatsoever kind (including reasonable attorneys' fees) arising out of or incurred directly or indirectly because of the application, implementation and enforcement of Paragraph E(4) and Paragraph F of this Article, and the defense of actions taken against the Board before any court or administrative agency.

City University of New York. Agreement Between the Professional Staff Congress/CUNY and the Board of Higher Education of the City of New York. September 1, 1972-August 31, 1975. p. 9.

8 Colleges
Enrollment: 84,703
Faculty: 5,689

Article 4. Check-Off and Agency Shop

4.1 Check-Off: The Board agrees to the principle of exclusive check-off of annual PSC dues in amounts to be determined by the PSC in accordance with the forms and procedures approved by the Comptroller's Office of the City of New York. Withholding authorizations will be submitted to the appropriate University authorities. The Board, together with the PSC, shall develop procedures in conjunction with the Comptroller's Office to expedite the deduction of dues and the prompt remission of same to the PSC.

When a member on dues deduction is transferred from one unit of the University to another, authorization to withhold dues shall be forwarded to the new payroll office.

4.2 Agency Shop: If, during the period of the Agreement, legislation is enacted to permit public employers and public employees to enter into any Agency Shop Agreement, the Board and the PSC may, upon ten (10) days notice, reopen negotiations on the subject of Agency Shop. Such negotiation shall be subject to the dispute procedures of Section 309 of the Civil Service Law.

Mt. Wachusett Community College (Massachusetts). Agreement Between the Massachusetts Board of Regional Community Colleges for Mount Wachusett Community College and the Mount Wachusett Community College Faculty Association-MTA. 1973, pp. 4-5.

Enrollment: 1,293
Faculty: 71

Article II. Association-Board Relations

A. Fair Practices

1. Pursuant to Public Law GL c149, 178F of the Commonwealth of Massachusetts, the Parties hereby agree that every professional staff member shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiating and other concerted activities for mutual aid and protection. As a duly-appointed body exercising governmental power under the laws of the Commonwealth of Massachusetts, the Board or its representatives undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any professional staff member in the enjoyment of any rights confered by the Act or other laws of Massachusetts or the Constitutions of Massachusetts and the United States; that it will not discriminate against any professional staff member by reason of his membership in the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint of proceeding under this Agreement. Nor will the Association as a duly authorized collective bargaining unit on the grounds of non-association membership, sex, age, race, religious affiliation if any, national origin or marital status.

2. Nothing contained herein shall be construed to deny or restrict to any professional staff member rights he may have under the General Laws of the Commonwealth of Massachusetts and its regulations or the Constitution of the United States. The rights granted to faculty members hereunder shall be deemed to be in addition to those provided elsewhere in the Law.

3. The Board agrees to continue its policy of not discriminating against any person on the basis of race, creed, color, national origin, religious affiliation if any, sex, marital status or participation in or association with the legal activities of any recognized employee organization.

4. As sole collective bargaining agent, the Association shall continue its policy of accepting into membership all eligible persons in the unit without regard to race, creed, color, national origin, religious affiliation if any, sex or marital status.

5. The Association shall represent equally all persons in the collective bargaining unit without regard to membership or participation in the activities of the Association.

6. The Association shall continue its policy of not discriminating against any employee for exercising his rights under the provisions of Chapter 149, Section 178F.

B. Association Business

The Association shall furnish the Board a written list of the officers of the Association.

C. Protection of Individual and Group Rights

1. This Agreement shall not be construed to prevent any Board member or administrator from meeting with any employee for the purpose of hearing his views and proposals.

2. This Agreement shall not interfere with the individual employee's right to present grievances on his own behalf provided a representative of the Association is present when the settlement is made.

D. Personnel Files of Members of the Collective Bargaining Unit

1. Personnel files of members of the collective bargaining unit shall be open to the individual, except letters of reference, upon written request and by appointment. They shall be open to the Association upon the request of any individual, providing he is present.

2. Official grievances filed by a member of the unit under the Grievance Procedure as outlined in this Agreement shall be placed in the personnel file of the individual. Such a grievance shall be removed from the file one (1) year from the date of the filing.

EXCERPTS

Workload

Nassau Community College (New York). Contract Agreement Between Nassau Community College Federation of Teachers Local 3150 and County of Nassau. February 1975, pp. 3-9.

Enrollment: 17,541
Faculty: 1,104

Work Year

Classroom faculty appointments are normally for one (1) academic year, not exceeding two (2) regular semesters. In no case, however, is the actual year to exceed ten (10) months.

Each classroom faculty member, except new appointments, shall normally know his/her class schedule one month prior to the first day of classes of the new semester, but in no event less than two weeks before the first day of classes, except for class assignment changes approved by the Departmental Personnal and Budget Committee.

Classroom faculty members are not normally required to be on campus prior to the day after Labor Day.

Academic responsibilities of the faculty to the College and the department shall include attendance at necessary and regularly scheduled College and departmental meetings during the semester. The duties and responsibilities of classroom faculty members shall also include student academic advisement during the Fall and Spring semesters. All classroom faculty will be expected to meet these responsibilities during intersession, as well as the period prior to the start of classes in September and between final examinations and commencement. Actual work schedules during these special periods will be determined by the respective department chairpersons and the department P & B Committees. However, 20% of the classroom faculty must be available for daily assignment.

Attendance at commencement exercises and other college-sponsored functions is not mandatory. However, at least 66% of the faculty of each department are expected to be in attendance. Faculty attending functions at Nassau Community College for which academic attire is required shall have the cost of said academic attire furnished by the College as stipulated by the contract.

The work year for non-classroom and professional faculty shall be from September 1 to the following August 31.

Work Week

A. Non-Classroom and Professional Faculty

Non-classroom and professional faculty shall work 33-3/4 hours per week within a schedule to be developed in accordance with contract provisions.

Non-classroom and professional faculty shall be provided a period not to exceed ten (10) working days in any work year which may not be accumulated and carried forward to undertake a program of formal or informal professional development.

Non-classroom and professional faculty may be granted a leave of absence without pay between the dates June 1st and the next occurring Labor Day in any year, upon application to the appropriate Supervising Administrator, with the approval of the President. During such periods of leave, said employees shall receive no pay from the County of Nassau or the College but the County shall continue to pay health and dental insurance benefits for each such employee during the period of leave. This leave shall not be considered as an interruption of otherwise consecutive service.

B. Classroom Faculty

Each classroom faculty member shall be assigned a teaching schedule each regular semester made up of 15 or 16 contact hours each week. No classroom faculty member, however, will be required to teach more than an average of 15 contact hours per week during any one school year.

Provided that notice in writing is given to the appropriate department chairperson or, in the event there is no chairperson and there is no acting chairperson, then to the Dean of Instruction, at least two months prior to the commencement of the school semester, up to one-third of the members of the classroom faculty may elect to teach only 12 contact hours that semester. The salary of each member of the classroom faculty electing to teach only 12 contact hours shall be reduced by a sum equal to five (5%) percent of his annual salary then in effect for each semester in which such an election is made.

If more than one-third of the classroom faculty elects in writing to teach only 12 contact hours, then, and in the event, an order of priority will be developed by the union and the College Administration under which only one-third of the classroom faculty in any one semester will be allowed to work a 12 contact hour schedule. The election to teach 12 contact hours above referred to may not be made by classroom faculty in departments which would be rendered incapable of operation by said election or where such election would cause violation of any contract with the federal or state governments.

The College may employ either full-time or part-time instructors to teach classes made available by reduced teaching assignments as provided above. In the case of part-time

instructors being hired, payment shall be made at the established overload rate. A Department's total offerings shall not be reduced because of the election to teach only 12 contact hour programs by its members.

Members of the English Department shall be deemed to be teaching 15 hours if they teach in accordance with the Fall 1971-72 Academic Year Program, which includes three seminar hours. In no event, however, will teaching faculty in the English Department be allowed to teach less than 12 contact hours of classroom instruction.

In addition to classroom hours, each classroom faculty member will be required to post two and one-half ($2\frac{1}{2}$) office hours per week. Classroom faculty will also schedule an average of five (5) hours per week to satisfy their academic responsibilities to the College and the department.

Room assignments and departmental time schedules will be assigned equitably to all departments by the Dean of Instruction. Within the individual departments, courses will be assigned by the Personnel & Budget Committee or other designated elected department committee and the department chairpersons. These courses will be assigned on the basis of seniority or any other method agreed to by the members of the department.

Teaching schedules will be assigned by the appropriate committee and chairperson in each department. The number of different instructional preparations each semester shall be kept to a minimum and shall not normally exceed three (3). Wherever possible, such schedules shall provide a compact work week of no more than four (4) days, except on application of the individual faculty member to the Executive Committee of the Union and to the departmental Personnel & Budget Committee. A teaching schedules of less than four (4) days must have approval of the Dean of Instruction. Final schedules will be filed in the office of the Dean of Instruction.

Whenever possible, time will be provided to classroom faculty in the normal work week for professional development. Classroom faculty would not, however, be excused from any formal commitment to the College. However, in the absence of any formal commitment, they would be free to pursue activities that would advance the College's and their academic growth, which activities shall not include teaching full time at any other college or university.

In unusual cases in which the Administration is unable to acquire qualified adjunct faculty to cover classes, the Administration can request a full-time faculty member to teach these classes which would be in excess of his full-time teaching schedule. Approval of each case is required by the Executive Committee of the Union.*

*Class coverage by a full-time faculty member in these cases shall be wholly voluntary.

Compensation will be at the prevailing adjunct rate.

Work Day

A. Classroom Faculty

Although all classroom faculty are normally required to be available for assignments each week day during the academic year between the hours of 8 a.m. and 5:30 p.m. this does not mean that they must be on campus between the aforementioned hours.

Teaching assignments shall normally be compact, not usually extending in any one day for longer than five (5) hours.

B. Non-Classroom and Professional Faculty

The normal working day for non-classroom and professional faculty is between 9 a.m. and 4:45 p.m. Mondays through Fridays, with minimum of one-half hour for lunch. Departmental coverage will be provided. Variation of working schedule requires approval of the department P & B Committee.

Non-classroom or professional faculty requested to work overtime by the appropriate supervising dean or vice-president or department chairperson, who is authorized by the appropriate dean, shall be compensated at 1/33 of the base week salary of the position performed, or compensatory time at the rate of time and one-half at the option of the faculty member.

Compensatory time must be used by the beginning of the following semester. Period of intersession are considered to be part of the previous semester. Compensatory time not used prior to the start of the following semester shall be forfeited. If compensatory time cannot be taken before the beginning of the following semester because the faculty member is requested by the supervising dean, vice-president or authorized department chairperson to work, this time will be carried forth into the next semester.

No faculty member shall be required to work outside his or her normal work schedule.

Professional and non-classroom faculty hired after February 1, 1975, may be employed by the College outside the normal work schedule, not exceeding 33-3/4 hours a week, five days a week. They must be so employed at the time of their initial hiring.

A joint committee of the Union and Administration (with the P & B Committee) will review the current status of each department to determine the existing number of full-time positions outside the normal work hours.

This committee will establish an eligibility pool for potential

assignment outside the normal work hours. An individual's past work schedule will determine whether or not he is placed in the eligibility pool. In addition, anyone hired expressly for full-time evening assignment may be placed in this pool.

There must be joint agreement by the Administration and Union on the eligibility of any faculty member to be placed in this pool. Failure of parties to agree shall be resolved by the normal grievance procedure.

No Strike Provision

In consideration of the terms and conditions herein agreed to, the Union, as the duly certified representative organization, does hereby affirm that it does not and shall not, during the term of this agreement, assert the right to strike against the County of Nassau, as the employer of the persons represented by the said union, nor shall the union assist or participate in any strike or other concerted stoppage of work or slowdown, or impose upon any person represented by it an obligation to conduct, assist or participate in any such strike, or cause, instigate, encourage or condone any such strike.

Student Academic Advisement

Student academic advisement shall be conducted by the instructional faculty. Each instructional faculty member shall have an equal number of advisees as determined by dividing the total number of full-time day students by the total number of full-time day instructional faculty. Students who indicate a major area of emphasis shall be assigned, wherever possible, to an advisor within that area. Student advisement by instructional faculty shall be strictly academic in nature.

Outside Activities and Part-Time Employment

The College recognizes an obligation to make available to the community the professional competence and technical knowledge of the faculty members. The potential value of such outside employment to the faculty and College is recognized.

Full-time employment by Nassau Community College shall be considered the primary employment of the individual and he/she shall limit other compensated professional activity so as not to impair his/her educational effectiveness. In the event there appears to be a conflict, the Department Chairperson, in conjunction with the Department Personnel & Budget Committee and Dean of Instruction, shall attempt to reconcile the conflict. If it cannot be resolved at this level, it becomes a subject for grievance procedure.

Class Size

The college-wide student faculty ratio stipulated in the contract which expired on August 31, 1974, namely, 21.1/1, will be maintained. The present college-wide average class size will also be maintained.

On a periodic basis, the Office of the Dean of Instruction, in consultation with the Executive Committee of the Union, will review individual departmental student/faculty ratios and average class sizes in order to make possible internal adjustments.

No individual adjustments of departmental student/faculty ratios or average class sizes will be implemented without the approval of the Union.

Mini Semester

It is understood and agreed that in the event the Academic Calendar Committee proposes an Academic Calendar containing two regular plus one abbreviated or "Mini Semester" between September 1 and the following June, and such a calendar is approved by the College administration and the County, that the faculty will not be required to teach during said "mini semester". The faculty shall have the option, however, of teaching during any "mini semester" on the prevailing adjunct rate. It is specifically understood and agreed that any "mini semester" as above described would not be considered part of the normal work load of the faculty.

This section is not to be considered an agreement or commitment, by either the County or the College Administration, to actually schedule a "mini semester".

Community College of Baltimore (Maryland). Memorandum of Understanding Between the Board of Trustees of the Community College of Baltimore and the Community College of Baltimore Faculty Federation, Local 1980 AFT, AFL-CIO Through June 30, 1974. pp. 15, 25, 26.

Enrollment: 8,309
Faculty: 480

Article VII.

R. Class Size

Maximum class size for each department for each semester will be determined by the appropriate dean upon recommendation of the chairman or head; such recommendation by the chairman or head

shall be based upon recommendation of an elected departmental committee after consideration has been given to the realities of the budget and educational needs.

Article IX.

4. Teaching Load

For Unit members with the rank of instructor and above, whose primary duty is teaching, the normal load shall consist of fifteen (15) points in each of the two (2) semesters, fall and spring, for a total of thirty (30) points for the academic year and of a minimum of fifteen (15) points in teaching over the course of an academic year, which may be waived in the case of chairmen of certain departments. For Unit members with the rank of assistant instructor whose primary duties are teaching, the normal teaching load shall consist of an average of forty (40) to forty-four (44) points per academic year computed over the course of an academic year, or in the case of certain departments, this may be waived; and of a minimum of twenty-two (22) points over the course of an academic year. (In the Science Department, the normal load shall be thirty-six (36) with a minimum of eighteen (18).) Should an assistant instructor be assigned with his consent primary responsibility for a course section, his teaching load shall be reduced on a prorated basis, in accordance with the load provisions for Faculty members with the rank of instructor and above.

Each teaching Unit member is required to report to his department chairman or head before the end of the first week of the second semester, a teaching schedule which results in an annual load for him of less or more than thirty (30) points. Should a Unit member report a schedule load which would result in annual load for him of twenty-seven (27), twenty-eight (28) or twenty-nine (29) points, he may be assigned additional courses. A Unit member with excess points at the end of the contract period may elect to carry over the next semester, or be compensated for, the excess points according to the then current part-time Faculty salary schedule. A continuing departmental-point-review committee shall make recommendation to the chairman for the point formulas for the next contract period. The point formulas that shall obtain are the ones developed by the Dean of Faculty with the individual department chairman, and when the department so desires, one representative of the departmental-point-review committee. Point formulas shall be determined by May 1 for the following year.

6. Released Time

Released time shall be allocated according to the following:

a. Three (3) points each for the President of the Faculty Senate and the Corresponding Secretary of the Senate Executive Committee; also three (3) points in the

spring semester for the Chairman of the Academic Rank Committee, and three (3) points in the fall semester for the Chairman of the Curriculum and Instruction Committee.

Points will be awarded upon recommendation of the President of the Faculty Senate and approved by the Dean of Faculty.

The persons should be named a month before the close of the previous semester in order to make orderly schedule arrangements.

b. Department chairmen shall be paid a differential of either seven (7) per cent or eight (8) per cent of their base salary. The differential for assistant chairmen shall be four (4) per cent.

c. All department chairmen shall receive a minimum of three (3) TLH per semester for administrative duties. During the period of this contract, the Chairman of the Department of Science and the Chairman of the Department of English and Foreign Languages shall receive a minimum of six (6) points per semester for administrative duties. In addition, the assistant chairmen of these two (2) departments shall receive three (3) TLH for administrative duties.

It is the intent that some additional released time for chairmen be made available on a basis to be determined by the chairmen and approved by the President.

d. In addition to the three (3) conference hours required of all Unit members, department chairmen will schedule one (1) office hour on campus for each point of released time. Each chairman will schedule some office hours on campus for each day that the College is in session.

Oakland Community College (Michigan). Faculty Master Agreement. Agreement Between Oakland Community College and Oakland Community College Faculty Association. September 1, 1973-August 31, 1975. p. 75.

4 Colleges
Enrollment: 16,379
Faculty: NA

Article XXIII - Overloads

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23.3 SCH Overload Rate

If within the faculty member's instructional credit hour load the total number of SCH exceeds the maximum established in 2.1E, the instructor shall be compensated at the rate of (.00075 X Faculty 10 month salary), for Group A courses and (.001 X Faculty 10 month salary) for Group B courses, per student credit hour exceeding that maximum. However, a faculty member shall not receive overload pay for more than 37 students in a Group A class and 27 students in a Group B class.

If a faculty member has a load which includes courses from Group A and Group B, the overload rate will be prorated according to the distribution of SCH between the groups.

23.4 Maximum Additional Compensation

No faculty member shall be paid additional compensation (including but not limited to overload, extension, special contract, and coaching supplementals) for the Fall semester in excess of twenty five percent (25%) of his ten (10) month salary, for the Winter semester in excess of twenty five (25%) of his ten (10) month salary, for the Spring session in excess of ten percent (10%) of his ten (10) month salary.

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Madison Area Technical College (Wisconsin). Agreement Between the Area Board of Vocational, Technical and Adult Education, District No. 4 Madison, Wisconsin and the Madison Area Technical College Teachers' Union Local 243. AFT, WFT, AFL-CIO: January 1, 1973-June 31, 1974. Revised February 7, 1973. pp. 59-62.

Enrollment: 6,513
Faculty: 406

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Wisconsin Federation of
Teachers Convention
Women's Rights
Workmen's Compensation

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